MORTGAGE RECORD 67

MORTGAGE State of Kansas, Douglas County, ss. This instrument filed for record Normaber 4, 1928 8:55 A. M. And Millman Register of Deeds. From Minnie Seele et al ſo National Reserve Life Ins. Co., THIS INDENTURE, Made this first day of November in the year of Lord nineteen hundred and twenty-five by and between Minnie Seele, Henry G. Seele, Mary Hunsinger, and Louise Schulmeyer, P. R. Schulmeyer, Fulda Seele and Geo W. Hunsinger of the County of Douglas, and State of Kansas, parties of the first party and the National Reserve Lif. Insurance Co., party of the second part: ý Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand and no/100----Dollars, to \$4,000.00 in hand paid, the receipt whereof is hereby acknowledged do--by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Dougles, Sun Q molumond y and State of Kansas, to- it: 3000 The Northwest fractional quarter of Section Seven (7) Township Fourteen (14) Range Twenty (20) and the West Seventy (70) acres of the Northeast quarter of Section Seven (7) Township Fourteen (14) Range Twenty (20) East all in Douglas County, Kansas. . š Sum Sug 2 1330 TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise apportaining, and all rights of homestead exception, unto the said party of the second part, and to its successors and assigns; forever, and the said parties of the first part do-shoreby convenant and agree that at the delivery hereof, flawful owners of the presises above, set of a good and indefcasible estate of inheritance therein, free and clear of all incus-brances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all person whoreaver. 2 12 dem Renner 0.000 cor . C.or de - Sege \$ 0 whomsoever. 10 30 PROVIDED, Always, and these presents are upon the following agreements, covenants and Reg 24 conditions to-wit: FIRST. That the parties of the first part are justly indebted to the party of the second part PRST. That the parties of the first part are justly indebted to the terms of ---certain mortgage note Searce Same conditions to-wit: FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of Four Thousand and no/100----Dollars, according to the terms of ---certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual lean of the said sum, and payable on the first day of November 1830, to the order of the said party of the second part with interest thereon at the rate of 6 per sent, per annum, payable semi-annually, on the first day of May and Hovenker in each year, according to the terms of interest notes thereunto attaches both principal and interest and 11 other indebtdness accuring horeunder being payable in lawfil mang-of the United States of America at National Bank of Commerce, New York, N. Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent, interest actor maturity. the ser 14 second This Following 193 per cent, interest after maturity. 1 SECOND. That the part of the first part agree to keep all fences, buildings and improvements or the said premises into good repair as they are at the date hereof; to permit no waste of any king to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of -------Dellars, in insurance companies acceptable to the party of the second part with policies payable to it in ease of loss to the amount then secured by this mortgage; to assign and de-liver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and t may collect the insurance more sort and the policies of the satisfactory of the second part collection. At the election of the said party of the second part, the insurance moneys shall be apple either on the indebtedness secured hereby or in re-building. -20c and 0.00 N Je. S 193

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THED. That the party of the second part may made any payments necessary to remove or extinguing any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any and taxes or assessments charged against sail property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Nortgage, and give be recovered, with interest at ten per cent, in any suit for the foreclosure of this Nortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in percent.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said promises are pledged to the party of the second part as additional and collatoral security for the payment of all the indebtadess secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may else

FIFTM. That the parties of the first party hereby agree to pay all taxes and assessments, general or spocial, excepting only the Federal Income Tax, which may be assessed in the State of Lanas upon the soil land, premises or property, or upon the interest of the party of the second part, thereif and while this Mortgage is held by a non-resident of the State of Kanasu upon this Mortgage or the debt secured hereby; ribbut regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertuking or the parsage by the State of Kanasu of a law inposing payment of the whole or any parties of any of the taxes afforeasid upon the party of the second part, or upon the rendering by any Court of competent jurisdiction of a decision that the undertuking by the parties of the first part as herein provided, to pay any taxes or assessments is legally inoperative, then, and in any such event, the dobt hereby secured, withour deduction, shall, at the option of the party of the second part, become immodiately due and collectible, notrikhstanding anything contained in this Mortgage or any law hereafter enacted. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinguent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the taxet day of July the certificate of the propert authority, showing full payment of all such taxes and assessments.

SIGH. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigna.

SEVENTH. That if such payments be made as are herein specified, this conveyance shall be void; but if any note herein described, whether for principal or interest, or any part of the